

The Honorable Richard A. Jones

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CHRISTINA JINZO,

Plaintiff,

v.

WHIDBEY ISLAND BANK,

Defendant.

Case No. 2:14-cv-0516

ANSWER TO COMPLAINT

Defendant Whidbey Island Bank, in answer to the Complaint filed by Christina Jinzo, admits, denies and asserts affirmative defenses as follows:

I. PARTIES

1.1 In answer to Paragraph 1.1 of the Complaint, Defendant admits that Plaintiff provided Defendant a home address in Snohomish County during her employment with Defendant. Except as specifically admitted, Defendant lacks information or knowledge to answer the allegations in Paragraph 1.1 of the Complaint and denies the allegations on that basis.

1.2 In answer to Paragraph 1.2 of the Complaint, Defendant admits the allegations contained therein.

1.3 In answer to Paragraph 1.3 of the Complaint, Defendant admits that it employed Plaintiff in Snohomish County. Except as specifically admitted, Defendant denies each and every allegation in Paragraph 1.3 of the Complaint.

1 **II. FIRST CAUSE OF ACTION – WRONGFUL TERMINATION:**

2 **FAMILY MEDICAL LEAVE ACT**

3 2.1 In answer to Paragraph 2.1 of the Complaint, Defendant realleges and
4 incorporates by reference herein its answers to Paragraph 1.1 through 1.3 above.

5 2.2 In answer to Paragraph 2.2 of the Complaint, Defendant admits that it employed
6 Plaintiff as a Branch Manager from April 16, 2010 to May 28, 2013. Except as specifically
7 admitted, Defendant denies each and every allegation in Paragraph 2.2 of the Complaint.

8 2.3 In answer to Paragraph 2.3 of the Complaint, Defendant admits that Plaintiff was
9 out of the workplace on approved FMLA leave from April 11, 2013 to May 27, 2013. Defendant
10 further admits that it terminated Plaintiff's employment on May 28, 2013. Except as specifically
11 admitted, Defendant denies each and every allegation in Paragraph 2.3 of the Complaint.

12 2.4 In answer to Paragraph 2.4 of the Complaint, Defendant denies each and every
13 allegation contained therein.

14 2.5 In answer to Paragraph 2.5 of the Complaint, Defendant denies each and every
15 allegation contained therein.

16 **III. PRAYER FOR RELIEF**

17 In answer to Plaintiff's prayer for relief, including without limitation Paragraphs 1 through 5
18 therein, Defendant denies that Plaintiff is entitled to any of the relief requested in her prayer for
19 relief.

20 **DEFENSES AND AFFIRMATIVE DEFENSES**

- 21 1. Defendant denies all allegations not specifically admitted herein.
- 22 2. Plaintiff has failed to state any claim upon which relief can be granted.
- 23 3. Plaintiff was terminated for legitimate business reasons unrelated to Plaintiff's use
24 of leave.
- 25 4. Defendant believes that Plaintiff has failed to mitigate her damages, which are
26 expressly denied.

1 5. Any and all injuries sustained by Plaintiff, which are expressly denied, were
2 proximately caused and/or contributed to by Plaintiff's own conduct.

3 6. Any act or omission violating the Family Medical Leave Act (which Defendant
4 expressly denies) was undertaken in good faith and supported by reasonable grounds for
5 believing that such act or omission was not a violation of the law.

6 7. Plaintiff's claims may be barred, in whole or in part, by the doctrine of after
7 acquired evidence.

8 8. Assuming, *arguendo*, Plaintiff's FMLA leave was a motivating factor for any
9 employment practice, which Defendant specifically denies; the actions about which Plaintiff
10 complains would have been the same in the absence of any impermissible consideration.

11 9. Defendant did not engage in any willful violation of the FMLA.

12 10. Any alleged wrongful employee conduct was outside the scope of employment,
13 and, accordingly, Defendant cannot be held vicariously liable for such conduct.

14 11. Plaintiff's claim for emotional distress damages is barred as the FMLA does not
15 afford emotional distress damages as a remedy.

16 Defendant is without knowledge and information sufficient to form a belief as to whether
17 it has available to it other affirmative defenses and, therefore, reserves the right to respond and/or
18 assert additional defenses if they become evident through discovery or investigation.

19 WHEREFORE, Defendant respectfully requests that the Court dismiss Plaintiff's
20 Complaint, enter judgment for Defendant, and award Defendant its costs, reasonable attorneys'
21 fees, and expenses, and other relief as the Court deems appropriate.

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1 April 15, 2014

2
3 s/Ryan P. Hammond

4 Ryan P. Hammond, WSBA #38888

5 Jennifer S. Pirozzi, WSBA #44523

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CERTIFICATE OF SERVICE

I am a resident of the State of Washington, over the age of eighteen years, and not a party to the within action. My business address is One Union Square, 600 University Street, Ste. 3200, Seattle, WA 98101. I hereby certify that on April 15, 2014, I electronically filed the foregoing **ANSWER TO COMPLAINT** with the Clerk of the Court using the CM/ECF system which will send notification of such filing to The Honorable Richard A. Jones and to the following:

Paul J. Burns
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and I hereby certify that I have hand-delivered a copy, by messenger, the document to the following non CM/ECF participants: **N/A**

I declare under penalty of perjury under the laws of the State of Washington that the above is true and correct. Executed on April 15, 2014, at Seattle, Washington.

/s/ Liana Natividad

LIANA NATIVIDAD

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LITTLER MENDELSON, P.C.

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